

BEFORE THE  
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF:

SHAWN J. O'FARRELL,  
KAZMIER TOOLING, INC.,

V

No. 11-0589

COMMONWEALTH EDISON COMPANY

Complaint as to billing/charges)  
in Chicago, Illinois. )

Chicago, Illinois  
September 20, 2011

Met pursuant to notice at 11:00 a.m.

BEFORE:

MR. JOHN RILEY, Administrative Law Judge.

APPEARANCES:

MR. SHAWN J. O'FARRELL  
6001 South Oak Park Avenue  
Chicago, Illinois 60638  
appeared pro se;

MR. MARK L. GOLDSTEIN  
3019 Province Circle  
Mundelein, Illinois 60060  
appeared for Respondent.

SULLIVAN REPORTING COMPANY, by  
Teresann B. Giorgi, CSR

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I N D E X

<u>Witnesses:</u>	<u>Dir.</u>	<u>Crx.</u>	<u>Re-</u> <u>dir.</u>	<u>Re-</u> <u>crx.</u>	<u>By</u> <u>Examiner</u>
NONE					

E X H I B I T S

<u>APPLICANT'S</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
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1 JUDGE RILEY: Pursuant to the direction  
2 of the Illinois Commerce Commission, I call  
3 Docket 11-0589. This is a complaint by  
4 Shawn J. O'Farrell and Kazmier Tooling, Inc., versus  
5 Commonwealth Edison Company as to billing and  
6 charges in Chicago, Illinois.

7 Mr. O'Farrell, you are proceeding  
8 without an attorney at this point, is that correct?

9 MR. O'FARRELL: Yes.

10 JUDGE RILEY: And are you the owner of Kazmier  
11 Tooling?

12 MR. O'FARRELL: I am.

13 JUDGE RILEY: And, Mr. Goldstein, you are here  
14 for Commonwealth Edison?

15 MR. GOLDSTEIN: That is correct, Judge.

16 My address is 3019 Province Circle,  
17 Mundelein, Illinois 60060. My telephone number is  
18 847-949-1340.

19 With me today is Monica Merino of  
20 ComEd.

21 JUDGE RILEY: Okay. Thank you.

22 Mr. O'Farrell, very briefly, the

1 Commonwealth Edison account in question, is that in  
2 your name or in the name of Kazmier Tooling?

3 MR. O'FARRELL: I believe it's in Kazmier  
4 Tooling.

5 JUDGE RILEY: Plain reading of your complaint,  
6 it simply says sometime in April of this year you  
7 got a bill --

8 MR. O'FARRELL: Actually, it was March.

9 JUDGE RILEY: Well, I'm just reading off what it  
10 says on the complaint.

11 But it just says that without any  
12 notice or warning suddenly you had been charged an  
13 additional \$2,081.72 for 2 years back rent and  
14 \$86.72 per month for special equipment rental.

15 MR. O'FARRELL: That's true.

16 JUDGE RILEY: And you have no idea where that  
17 came from or what it's all about.

18 MR. O'FARRELL: That equipment was installed.  
19 It was paid -- I paid to have it installed on public  
20 property so they could provide me with the  
21 electricity that I needed to run my company. And  
22 that was back in 1991.

1 JUDGE RILEY: That was the special equipment  
2 that you --

3 MR. O'FARRELL: That they're claiming that they  
4 uncovered, is what they told me, they uncovered  
5 this.

6 JUDGE RILEY: "Uncovered it."

7 MR. O'FARRELL: Yeah, that's was their  
8 explanation to me, it was uncovered.

9 And then I asked the question, Who  
10 covered it up? And I didn't get a real good  
11 response.

12 JUDGE RILEY: So that means the equipment was  
13 below ground or --

14 MR. O'FARRELL: No, it's on a pole in the alley.  
15 You see it's in the letter --

16 MS. MORENO: In 1991 the equipment was  
17 installed?

18 MR. O'FARRELL: I had it installed. Yeah, my  
19 contractor had sat down with Commonwealth Edison,  
20 because I needed more electricity when I moved into  
21 this location, and Commonwealth Edison and the  
22 contractor came up with the amount -- I needed an

1 800 amp service at 480 and they provided the  
2 transformers on the pole. And what size the  
3 transformers were at that time was none of my  
4 business because they were just providing me with  
5 the power I needed to run my business.

6 JUDGE RILEY: Well, you're getting 2 different  
7 rent bills now. You said ComEd charged you \$2,081  
8 for 2 years back rent and then \$86.72 per month for  
9 special equipment rental.

10 MR. O'FARRELL: Yeah.

11 JUDGE RILEY: What is --

12 MR. O'FARRELL: They add it on to my standard  
13 bill.

14 JUDGE RILEY: I understand that.

15 But my question is, what is the 2,081  
16 rent? What did you rent -- what --

17 MR. O'FARRELL: I didn't. They tell me that was  
18 back rent for the transformers that were hanging in  
19 the alley that provided me with the electricity I  
20 had brought -- paid for --

21 JUDGE RILEY: Okay.

22 MR. O'FARRELL: -- paid to have installed in

1 their alley. They own the equipment to provide me  
2 with the electricity I needed to run my business.  
3 And at that time in 1991, they had no problem doing  
4 that for me.

5 JUDGE RILEY: Right. But what is the \$86 --

6 MR. O'FARRELL: That's what they want to  
7 continually charge me every month now rental fee.

8 JUDGE RILEY: Oh, I see.

9 MR. O'FARRELL: They said that they uncovered  
10 this and they went back 2 years with it, said they  
11 could do that, what reason, I don't know what they  
12 say. They said because they uncovered it, which I  
13 don't understand that at all. Because as I  
14 understand it, I have 2 meters on the property, one  
15 is the original meter and then the second meter.  
16 Commonwealth Edison reads both these meters. And  
17 one is provided right off the bank of transformers  
18 that delivers my electricity from the new service  
19 that was provided back in 1991.

20 JUDGE RILEY: So for the 2081, it's 2 years back  
21 rent and that brings you up to date, according to  
22 them, and then they want 86.72 going forward.

1 MS. MORENO: Going forward.

2 JUDGE RILEY: What is Commonwealth Edison's  
3 response?

4 MS. MORENO: Well, the \$2,081.28 is a 2 year  
5 back bill that's pursuant to Part 2.8100 for the  
6 unbilled services. We can go back 2 years and  
7 recover the rental charges that we failed to ask in  
8 the account. And so -- they equipment was installed  
9 1991, he was never billed that rental fee until we  
10 did a performance field audit and found out that the  
11 rental fee was indeed required. So based on the  
12 Part 2.8100 we went back the 2 years to do the back  
13 bill. We didn't go back to 1991. We just went back  
14 the 2 years pursuant to Part 2.8100. And then  
15 moving forward it will be 86.72 a month.

16 JUDGE RILEY: So this was ComEd's mistake that  
17 they just forgot to bill it -- excuse me, ComEd  
18 forgot to apply the rental fee --

19 MS. MORENO: That is correct.

20 JUDGE RILEY: -- to this equipment for all these  
21 years --

22 MS. MORENO: Right.

1 JUDGE RILEY: -- and then when you discovered  
2 the mistake you've gone back 2 years to --

3 MS. MORENO: And we did a field audit that  
4 discovered that.

5 MR. GOLDSTEIN: And you sent Mr. O'Farrell a  
6 letter, too.

7 MS. MORENO: And we sent the customer a letter  
8 explaining, you know, what we found on the field  
9 audit and the charges only going back 2 years and  
10 then the charges moving forward.

11 MR. O'FARRELL: This is the first letter that  
12 was not delivered to me, but was delivered to my  
13 electric seller. Since they've been deregulated we  
14 have had, probably 3 different -- or 4 different  
15 companies that provide -- sold us electricity that  
16 they maintained. All right.

17 Now from the years that they had the  
18 electric bill to 2002, I was never charged a rental  
19 and they provided me with the electric bill at that  
20 time. All right.

21 And then we were deregulated and then  
22 we were able to buy at a cheaper price from an

1 outside source who sells the electricity for  
2 Commonwealth Edison. And that was something that  
3 the Commerce Commission did, or something, I don't  
4 know, back in 2002.

5                   And I don't understand the reason --  
6 like I said, we had to consult Edison. We had a new  
7 service brought in. All right. And they had no  
8 issues at all with providing me with the power I  
9 needed because that's what I was understanding they  
10 did.

11                   Now, they own the bank of  
12 transformers, I don't. They can turn around and  
13 issue electric power to anybody in that area off  
14 that bank of transformers and I can't say a word to  
15 it. All right. And, again, that bank of  
16 transformers have been up since 1991, and all of a  
17 sudden now they want to -- I think they've changed  
18 the way they're doing business.

19           JUDGE RILEY: Well, according to Ms. Moreno's  
20 explanation is that it was simply an oversight,  
21 apparently, by Commonwealth Edison all these years.

22           MR. O'FARRELL: That's not a very good

1 explanation, is it?

2 JUDGE RILEY: Well, I'm not permitted to make a  
3 judgment on that. But it is what it is.

4 MR. O'FARRELL: I disagree, it's not what it is.  
5 What it is in the past proves to stand by itself,  
6 doesn't it?

7 JUDGE RILEY: I'm sorry?

8 MR. O'FARRELL: Does -- the past proves to stand  
9 by itself. For 19 years they've provided me with  
10 this service at no rental fee. All right. At any  
11 time I never signed a contract that I would pay for  
12 any rental fee. This special equipment is not on my  
13 property. It's in an alley on a bank of  
14 transformers.

15 MR. GOLDSTEIN: The equipment is used to provide  
16 service to you. You have to pay a rental charge.

17 MR. O'FARRELL: I was never told I had to.

18 MR. GOLDSTEIN: The real issue that you have, as  
19 far as I'm concerned, Mr. O'Farrell, and you can  
20 correct me if I'm wrong, is that you really object,  
21 first of all to having to go back 2 years and being  
22 charged -- going back 2 years from the date of the

1 field audit for these facilities. And you also  
2 object on a going-forward basis to pay for the  
3 rental of the facilities, am I correct?

4 MR. O'FARRELL: Yes. But it's true in both  
5 cases. All right.

6 MR. GOLDSTEIN: So you don't want to pay for --  
7 so is the solution to the problem, on the  
8 going-forward basis, that ComEd removes the  
9 facilities so that you cannot use the facilities?

10 Do you understand what I'm trying to  
11 say?

12 MR. O'FARRELL: Is Commonwealth Edison --

13 MR. GOLDSTEIN: On a going-forward basis.

14 MR. O'FARRELL: Is Commonwealth Edison going to  
15 refuse to provide electricity to my provider who  
16 provides it to me? Now, you see we're dealing with  
17 a middleman, who should be here, too, right?

18 MR. GOLDSTEIN: Well, I can't deal with the  
19 middleman. You're the customer --

20 MR. O'FARRELL: I deal with MC Squared.

21 MR. GOLDSTEIN: -- with respect to the  
22 facilities that are being provided. The energy that

1 MC Squared provides you is a totally separate issue.

2 MR. O'FARRELL: Say it again.

3 MR. GOLDSTEIN: The energy that MC Squared  
4 provides you is a totally separate issue with  
5 relation to the facilities that are being provided  
6 you by ComEd.

7 MR. O'FARRELL: Now, the question I believe that  
8 is here, is that at one time ComEd had no problem  
9 issuing facilities to provide a customer with the  
10 electricity he needed. All right. And now that the  
11 situation has changed where you are being --  
12 Commonwealth Edison -- not yourself -- but  
13 Commonwealth Edison is being squeezed, all right,  
14 for profit and they have figured a way that they can  
15 turn around -- this is my -- this is how I perceive  
16 it to be -- is that they figured a way to squeeze  
17 customers for more profit.

18 Because in all reality, it doesn't  
19 change the amount of electricity I use. The only  
20 thing that it does -- the only thing that it does,  
21 it takes the possibility of taking -- how -- why I'm  
22 able to receive the electricity I buy, all right,

1 take that away from me.

2 And if you had another solution for me  
3 to buy it from somebody else, I sure would.

4 JUDGE RILEY: Mr. Goldstein, I guess my question  
5 is, what explanation would Commonwealth Edison have  
6 for not knowing for almost 2 decades --

7 MR. GOLDSTEIN: I can't answer that, Judge.

8 JUDGE RILEY: -- they should have been applying  
9 rent?

10 MR. GOLDSTEIN: I can't answer that question.

11 MS. MORENO: And if you don't mind, Judge, we  
12 have a rider in place, it's called the Nonstandard  
13 Services and Facilities Rider. It allows ComEd to  
14 charge the customer for these charges. So there's  
15 tariffs in place that allow ComEd to do that. And,  
16 you know, irrelevant of why or why not we charged  
17 him in the past, the bottom line is that  
18 Part 2.8100 allows ComEd to do the 2 year unbilled  
19 balance for the 2 years for that commercial account.

20 JUDGE RILEY: And that's the issue.

21 MS. MORENO: And again, you know, he may not  
22 have gotten billed back in 1991, so good for him, he

1 benefitted from not having to pay those charges.

2                   But moving forward and pursuant to  
3 Part 2.8100 we can back bill for the 2 years and  
4 moving forward. And we're more than happy to write  
5 an answer to the complaint and make reference to the  
6 Rider, Nonstandard Services and Facilities.

7       MR. GOLDSTEIN: Or in the alternative we just  
8 set it for evidentiary hearing. We'll bring  
9 somebody in to discuss the tariff and so forth.

10       JUDGE RILEY: So Commonwealth Edison's position  
11 isn't going to change then.

12       MS. MORENO: No. The tariff is the tariff. And  
13 we have to follow the tariff.

14       JUDGE RILEY: Mr. O'Farrell, that's pretty much  
15 the situation as it stands right now. Commonwealth  
16 Edison is going to stand by the billings that  
17 they've sent you.

18                   You are certainly entitled to your day  
19 in court and to a full evidentiary hearing to  
20 contest the charges.

21       MS. MORENO: And Part 2.8100 also, your Honor --  
22 not only do we go back the 2 years, but we can put

1 that balance on a payment agreement. And if it's  
2 going back to 2 years back bill, we can put that  
3 balance on a payment agreement for 2 years, finance  
4 free, no down payment. And that's all pursuant to  
5 the Illinois Administrative Code.

6 MR. O'FARRELL: Now, is Commonwealth Edison  
7 willing to provide with the contract and the  
8 paperwork, it originally put in the bank of  
9 transformers and at what point they claim that I'm  
10 supposed to rent this stuff.

11 And then the other thing, does it get  
12 prorated?

13 JUDGE RILEY: I think that's a good question.

14 What he's asking, was there an  
15 original rental agreement back when the facilities  
16 were installed.

17 MR. O'FARRELL: I paid to have Commonwealth  
18 Edison come in and I paid for the labor. They paid  
19 for the equipment back in 1991. I had to put in  
20 special boxes and everything to transport this  
21 service into my yard and I had to pay for that. But  
22 as long as they were outside of my property, on the

1 pole, that's their equipment.

2 MS. MORENO: But it's servicing you.

3 MR. O'FARRELL: Do they have the right to take  
4 that power and issue it to others -- distribute that  
5 power to other people off of that bank of  
6 transformers, to anywhere on that block? Or is that  
7 a question you don't have an answer for?

8 MS. MORENO: Yeah.

9 MR. O'FARRELL: Uh?

10 MS. MORENO: That is a question.

11 But to service you, you require the  
12 extra voltage and that's why those Nonstandard --

13 MR. O'FARRELL: But I paid for the extra  
14 voltage.

15 MR. GOLDSTEIN: And I'm just looking at this for  
16 the first time. It looks to me, Judge, that there  
17 are certain transformers that are servicing  
18 Mr. O'Farrell's property and that's what he's being  
19 charged for, those particular transformers. And, I  
20 guess, it is what it is. And so they calculated the  
21 rental charges.

22 We'll just have to have somebody come

1 in and testify to all this, what facilities there  
2 are that are being provided by ComEd to  
3 Mr. O'Farrell and how they calculate the charges.

4 MR. O'FARRELL: Now, again, is they chose to put  
5 a bank of transformers up in the alley. Now what  
6 they're telling, because we did have an audit,  
7 because we insisted upon it once we got the  
8 billing -- the note inside our bill from MC Squared,  
9 who is our provider, we were not notified ourselves  
10 by Commonwealth Edison. We had to go through an  
11 awful lot of red tape to find out what the hell was  
12 going on. Excuse the language.

13 And then when we did is that our  
14 explanation is exactly what they're standing on  
15 here. Now this is -- like I said, it looks like  
16 Commonwealth has taken this chance to provide  
17 themselves with a way of doing business. All right.  
18 And maybe I'm not talking -- I'm just blowing smoke.  
19 But it doesn't seem like the thing to do, you know.

20 If you were sitting there doing  
21 business with somebody for 20 years and all of a  
22 sudden they turn around and says, Now we're going to

1 rent it to you. We gave it to you, you know. We  
2 gave you the equipment so we could provide you with  
3 the ability to buy the electricity from us and now  
4 we're going to rent the equipment and still sell you  
5 the electricity we are able to provide you because  
6 of that equipment. And that's exactly what's going  
7 on.

8 JUDGE RILEY: So it's your contention there was  
9 never a rental agreement to begin with.

10 MR. O'FARRELL: Oh, there wasn't. And they know  
11 that.

12 MS. MORENO: I'll look for that.

13 JUDGE RILEY: I'm sorry?

14 MS. MORENO: I'll be looking for that.

15 MR. O'FARRELL: We were consulted -- my  
16 contractor and myself consulted Commonwealth Edison.  
17 They decided -- we didn't tell them -- we told them  
18 what we needed inside the plant. All right. And  
19 they decided what they would put for their equipment  
20 to provide me with the electricity so they could  
21 sell me the amount of electricity that I needed to  
22 run my business.

1                   Now what's going on is they decided  
2 that -- 20 years later that they're going to turn  
3 around and rent that equipment that they need to  
4 provide me with the power I need to do business.  
5 And that's exactly what's going on here. It's been  
6 there for 20 years.

7           JUDGE RILEY: I understand that.

8           MR. O'FARRELL: Well, that's not right. I can't  
9 understand how anybody could justify something like  
10 that. It's just not the way things are done.

11 Unless, of course, this is a communist country and  
12 they're stepping in big feet, you know. Right?

13          JUDGE RILEY: Well, what we're down to then, is  
14 Commonwealth Edison has made its position clear.  
15 You've made your position clear.

16          MR. O'FARRELL: Yeah.

17          JUDGE RILEY: There doesn't seem to be any point  
18 in going on here unless you were either willing to  
19 accept a payment agreement or contest the charges at  
20 a formal hearing.

21          MR. O'FARRELL: Oh, I'll contest the charges.

22          JUDGE RILEY: I shouldn't have said "contest the

1 charges." I mean to proceed with your complaint and  
2 bring in your evidence. And I don't know --

3 MR. O'FARRELL: Can I ask your advice?

4 JUDGE RILEY: I can't act as counsel for either  
5 side.

6 MR. O'FARRELL: Well, what is this all about  
7 then?

8 JUDGE RILEY: I don't have any -- well, just to  
9 provide you an opportunity to define the issues and  
10 then to let you know that you are entitled to a  
11 full -- to a day of evidentiary hearing or however  
12 long it may take.

13 MR. O'FARRELL: Then that's where we stand then.

14 MS. MORENO: And ComEd will, you know, present  
15 its tariffs in place that allows ComEd to bill you  
16 and it is your burden of proof to show otherwise.

17 MR. O'FARRELL: I have the past as my burden of  
18 proof.

19 MR. GOLDSTEIN: Well, by the same token --

20 MR. O'FARRELL: I would think --

21 MR. GOLDSTEIN: -- by the same token,

22 Mr. O'Farrell, you may want to look at it as if you

1 did not have to pay those charges for 17 years.

2 MR. O'FARRELL: I don't believe I was ever  
3 supposed to pay them charges. That's our problem  
4 here. I think Commonwealth Edison has decided to do  
5 business in 2011 in a new way with me and other  
6 customers. I don't think I'm alone here. And as a  
7 matter of fact, I know I'm not.

8 MR. GOLDSTEIN: I understand your position.

9 JUDGE RILEY: But that's something you would  
10 have to prove at hearing and I don't know how you  
11 would do that.

12 MR. O'FARRELL: Past proves it.

13 JUDGE RILEY: Well, it would have to be some  
14 tangible document or some type of testimony.

15 MR. O'FARRELL: I don't own the transformers.

16 JUDGE RILEY: There would have to be some hard  
17 evidence that Commonwealth Edison has changed its  
18 way of doing business, if that's what you believe  
19 really has happened here.

20 MR. O'FARRELL: Well, they have. They're trying  
21 to charge me rental fees on things they provided to  
22 me for 20 years.

1 JUDGE RILEY: That would be --

2 MR. O'FARRELL: Change in business, wouldn't it?

3 JUDGE RILEY: -- well, that would be up to you

4 to prove at hearing.

5 MR. O'FARRELL: That's why we're here. That's

6 not to be proven, they're doing that.

7 JUDGE RILEY: No, it has to be proven at hearing

8 with evidence. Unfortunately, that's --

9 MR. O'FARRELL: Well, isn't the billing evidence

10 enough?

11 JUDGE RILEY: Do you have prior bills -- do you

12 have any prior paperwork at all, at the time this

13 equipment was installed?

14 MR. O'FARRELL: Do I?

15 JUDGE RILEY: Do you have --

16 MR. O'FARRELL: I have bills.

17 JUDGE RILEY: Those would be --

18 MR. O'FARRELL: I think that stands by itself.

19 JUDGE RILEY: If you think the bills are going

20 to help you prove your case, then bring them in as

21 evidence.

22 MR. O'FARRELL: Well, it proves that I haven't

1 been charged.

2 JUDGE RILEY: Right.

3 MR. O'FARRELL: I don't know how far I can go  
4 back. I don't think I'll go back the 19 years.

5 MR. GOLDSTEIN: Well, it's obvious he hasn't  
6 been charged, Judge.

7 Can we set this for evidentiary  
8 hearing, Judge.

9 JUDGE RILEY: That's about where we're at right  
10 now, is either accept the payment agreement with  
11 ComEd or contest the matter at hearing.

12 MR. O'FARRELL: This is what, to determine we're  
13 going to have a hearing -- we're going to go to  
14 court. Aren't they in court?

15 JUDGE RILEY: No, it will probably will be in a  
16 conference room just like this with me. I'll still  
17 be the administrative law judge.

18 But that's where we are, it's either  
19 accept a payment agreement for the amount that  
20 you've been billed and accept the monthly rental fro  
21 now on or --

22 MR. O'FARRELL: If I was going to do that, I

1 would have done that already.

2 Right now I am paying the rental fee

3 just because it doesn't build up on me.

4 JUDGE RILEY: That's the \$86 per month.

5 MR. O'FARRELL: Yes, right. And I'm expecting

6 to get that back.

7 JUDGE RILEY: So you expect to get those charges

8 back plus the \$2,000 that they've billed you, to

9 have that --

10 MR. O'FARRELL: I didn't pay that.

11 JUDGE RILEY: -- have that eliminated, is what

12 you're saying.

13 MR. O'FARRELL: Yeah.

14 JUDGE RILEY: Okay.

15 MR. O'FARRELL: And whatever late charges --

16 they actually made an attempt to put a mark on the

17 credit, but we -- that was MC Squared because --

18 here's the situation, is that they bill MC Squared,

19 MC Squared bills me. I refused to pay this payment

20 and MC Squared paid Commonwealth Edison, because I

21 guess that's under their contract, they have to.

22 Whatever they decide to bill them, they have to pay

1 them. I don't understand that. And then they  
2 charge us for it and we were charged the late fee.

3 JUDGE RILEY: With MC Squared.

4 MR. O'FARRELL: Yeah. So, you know --

5 MS. MORENO: And I think -- unfortunately, I  
6 think the bottom line is not a question of fact,  
7 it's a question of law and it's ComEd's --

8 MR. O'FARRELL: Isn't law based on fact? Or is  
9 law based on politics?

10 MS. MORENO: The tariffs in place are filed with  
11 the Commission. The Commission has approved these  
12 tariffs.

13 MR. O'FARRELL: And at what time was the tariff  
14 put in writing? What was the date of this tariff,  
15 do you know?

16 MS. MORENO: Uh --

17 MR. GOLDSTEIN: You probably have the latest  
18 copy of it.

19 MS. MORENO: Yeah, I have the latest copy of it.

20 MR. O'FARRELL: Now, I'm not a lawyer and I'm  
21 not expected to understand this, but the thing  
22 would be -- the date would be pretty critical,

1 wouldn't it? Because then they're telling me they  
2 changed their way of doing business with their  
3 customers.

4 MS. MORENO: I only have the most current  
5 edition of the filing.

6 JUDGE RILEY: But when the tariffs are filed  
7 isn't there a date of filing or if amended, isn't  
8 there a date of amendment? So it may not be on that  
9 copy, but --

10 MS. MORENO: Right.

11 JUDGE RILEY: -- but it might be posted on the  
12 Commission Web site.

13 MS. MORENO: Yeah.

14 JUDGE RILEY: Do you have access to a computer?

15 MR. O'FARRELL: Yeah.

16 JUDGE RILEY: Because those tariffs are public  
17 information.

18 MS. MORENO: All our tariffs are posted on --

19 MR. O'FARRELL: Well, I'm asking a general  
20 question concerning the tariff, what was the date of  
21 that?

22 JUDGE RILEY: That's one thing you might want to

1 try and find out.

2 MR. O'FARRELL: Well, wouldn't that be relevant?

3 JUDGE RILEY: Yes, it would, very possibly.

4 MR. O'FARRELL: Isn't it something they should

5 be willing to answer?

6 JUDGE RILEY: At hearing.

7 MS. MORENO: Yeah. We'll bring our witnesses

8 and they will -- not me -- I'll have a subject

9 matter expert to be a witness on ComEd's tariffs.

10 JUDGE RILEY: But you should be able to research

11 the tariffs in the meantime.

12 MS. MORENO: Yeah, you should become aware of

13 them.

14 MR. O'FARRELL: Well, can I have a copy of that

15 one?

16 MS. MORENO: Yes. Sure.

17 JUDGE RILEY: Do you have any access to legal

18 counsel at all?

19 MR. O'FARRELL: Well, you believe I should have

20 it?

21 JUDGE RILEY: I think --

22 MR. O'FARRELL: Here's the situation, what is it

1 going to change in my situation?

2 JUDGE RILEY: I don't know. I just know that an  
3 attorney is going to have a completely different  
4 perspective on this than you have right now. He may  
5 see things and be able to answer questions that you  
6 might not be able to conjure up right now. And I  
7 can't act as your counsel at hearing. You're going  
8 to be on your own.

9 MR. O'FARRELL: As I see it, I stand alone. I  
10 stand with what -- history. History, as far as I'm  
11 concerned, that controls the situation, otherwise  
12 they've decided to do business at a different way  
13 with the customers.

14 JUDGE RILEY: History is not evidence, that's  
15 the problem. You've got to have hard evidence,  
16 tangible documents --

17 MR. O'FARRELL: The billings.

18 JUDGE RILEY: -- testimony.

19 MR. O'FARRELL: The billings.

20 JUDGE RILEY: Then bring the billings in.

21 MR. O'FARRELL: That's history.

22 JUDGE RILEY: I think we've reached an impasse.

1                   And today is the 20th of September.  
2   What about October 20 at 11:00 a.m.?  
3       MR. O'FARRELL:   I won't be in town.  
4       MR. GOLDSTEIN:   Either will I.   I'll be on  
5   vacation.   Thank you.  
6       JUDGE RILEY:   All right.   Okay.  
7       MR. GOLDSTEIN:   I was looking at November 10th,  
8   Judge.  
9       JUDGE RILEY:   November 10.  
10      MR. O'FARRELL:   That's all right with me.  
11      MR. GOLDSTEIN:   At 11:00 o'clock.  
12      JUDGE RILEY:   Thursday, November 10 at 11:00?  
13      MR. GOLDSTEIN:   Yes.  
14      JUDGE RILEY:   And, Mr. O'Farrell, if you're  
15   unable to hire an attorney, at least that might give  
16   you a chance to consult with an attorney in the  
17   meantime and get some advice as to how to proceed in  
18   this matter, because you will be required to proceed  
19   first when we come to hearing.  
20      MR. O'FARRELL:   The question would be now, will  
21   I be charged court fees or something?  
22      JUDGE RILEY:   No, no, nothing like that.

1           MR. O'FARRELL: That's the question.

2                       The only thing I could see is coming  
3 out of this is that, as it stands right now I am  
4 being charged everything as it goes along. All  
5 right. They're not willing to remove any of their  
6 excess charges, as far as I'm concerned. So then  
7 what do I have to lose, you know.

8                       I will consult an attorney to your  
9 advice. All right. And see whether it's necessary  
10 or not that he believes that I should need one in  
11 this situation.

12                      The thing of the tariff is something  
13 new that comes into play that I was not given any  
14 information to.

15           JUDGE RILEY: And that's definitely something  
16 that you should research.

17           MR. O'FARRELL: Is there anything else that  
18 Commonwealth Edison would like to give me, that they  
19 have that I don't have?

20           MS. MORENO: No. Actually, the informal  
21 complaint, it does say that the NS charges, the  
22 Rider NS charges was explained to you, the details

1 of the NS Rider.

2 MR. O'FARRELL: I have every piece of --  
3 Commonwealth Edison (indicating), Commonwealth  
4 Edison (indicating), facilities rental services and  
5 this is what they gave us (indicating), Commonwealth  
6 Edison (indicating). I have nothing that states  
7 anything about a rider or anything like that. So  
8 that's news to me.

9 So, yeah, I'd like a copy of that  
10 formal complaint or whatever that is.

11 MS. MORENO: Informal complaint. Okay, I'll  
12 make sure you get that.

13 MR. O'FARRELL: How will I receive that?

14 MS. MORENO: We can mail it to you.

15 MR. GOLDSTEIN: Do you have an e-mail --

16 MR. O'FARRELL: kaztool@aol.com.

17 JUDGE RILEY: k-a-z-t-o-o-l --

18 MR. O'FARRELL: Right. -- @aol.com.

19 MR. GOLDSTEIN: Do we stand in adjournment,  
20 Judge?

21 JUDGE RILEY: Is there anything further?

22 MR. O'FARRELL: Is there at time, 11:00 o'clock

1 then on November 10th?

2 JUDGE RILEY: 11:00 a.m., right. And you'll be  
3 receiving a notice confirming that date and time  
4 from the Clerk's Office.

5 So we're set for November 10 at  
6 11:00 a.m. and we'll proceed with a hearing at that  
7 time.

8 MR. O'FARRELL: The other question I have, is  
9 there any group, because I know this has happened to  
10 other individuals out there, other companies that I  
11 know are getting charged the same thing all of a  
12 sudden.

13 MS. MORENO: It's not class action.

14 MR. O'FARRELL: Is there any group lawsuits  
15 going on?

16 JUDGE RILEY: Class actions are prohibited by  
17 our rules.

18 MR. O'FARRELL: No class actions related to this  
19 situation?

20 JUDGE RILEY: No, none that I know of. No, this  
21 stands alone.

22 All right. Then November 10 at

1 11:00 a.m., we'll reconvene.

2 MS. MORENO: Thank you, Judge.

3 MR. GOLDSTEIN: Thank you.

4 (Whereupon, the above-entitled  
5 matter was continued to  
6 November 10, 2011.)

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